

**AGREEMENT**

**BETWEEN**

**THE TOWN OF ARLINGTON**

**AND**

**THE ROBBINS PROFESSIONAL LIBRARIANS ASSOCIATION**

**JULY 1, 2015 TO JUNE 30, 2018**

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## **Article I - GENERAL PURPOSE**

This agreement entered into by the Town of Arlington by its Town Manager, hereafter referred to as the Employer, and the Robbins Library Professional Association, hereafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town acting through the appointing authority and the Union, the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment.

## **Article II - RECOGNITION**

The Town acting through the Town Manager recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, fringe benefits and other conditions of employment for the following Employees of the Town of Arlington, excepting Employees under the jurisdiction of the Arlington School Committee:

LS2, LS3, LS4, as defined in the Town's Compensation and Pay Plan, and effective July 1, 2001, L1, L2 and L3 as defined in the Library Classification Plan. The unit does not include the Library Director or Assistant Library Director.

Probationary employees are considered part of the bargaining unit and subject to its terms and conditions, provided however that until an employee has successfully completed the probationary period, the employee shall not have access to the grievance-arbitration process in the event of discipline or discharge.

## **Article III - RIGHTS OF MANAGEMENT**

The listing of the following specific rights of management in this article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Employer not listed therein.

- a) Among such management responsibilities as are vested exclusively in the Employer are

the following: the right to hire, promote, transfer, assign and retain Employees in positions with the department and to suspend, demote, discharge or to take other disciplinary action against Employees for just cause, to relieve Employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Town in situations of emergency.

b) The Employer shall have the freedom of action to discharge its responsibility for the successful operation of the Town of Arlington, including the scheduling of operations, the method and materials used in carrying out the functions of the Town and the extent to which its own or other facilities and/or personnel shall be used.

c) Nothing in this article shall be construed to conflict with Chapter 31 of the General Laws of Massachusetts (Ter.Ed.)

d) Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the Employer except as they may be shared with the Union by the provisions of this agreement.

e) The Town reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no Employee shall be laid off if there is available work in the same position or in a similar position, which he is qualified to fill and is eligible to fill under civil service law and rules.

#### **Association Rights:**

a) The members of the Association Negotiating Committee up to four shall be granted leave from duty with no loss of pay or benefits for all collective bargaining meetings between the Town and the Association for the purpose of negotiating the terms of a contract when such meetings take

place during the time such members are scheduled to be on duty.

- b) The members of the Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Association for the purpose of processing grievances when such meetings take place during the time such members are scheduled to be on duty.
- c) The Town shall provide adequate bulletin board spaces to be used by the Association for posting of notices concerning Association business and activities. The Association shall be allowed to distribute notices to branch libraries through the interchange.

#### **Article IV - NO-STRIKE CLAUSE**

- a) No Employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slow-down, or withholding of services, such as refusal to work emergency overtime as may be required during the life of this agreement. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow-down, or withholding of services.
- b) Should any Employee or group of Employees covered by this agreement engage in any strike, work stoppage, slow-down or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services and shall refuse to recognize any picket line established therewith. Furthermore, at the request of the municipal Employer, the Union shall take all reasonable means to induce such Employee or groups of Employees to terminate the strike, work stoppage, slow-down, or withholding of services and return to work forthwith.

c) In consideration of the performance by the Union of its obligations under sections A and B of this article, there shall be no liability on the part of the Union nor its officers or agents for any damages resulting from the unauthorized breach of agreements contained in this article by individual members of the Union.

#### **Article V - UNION DUES AND INITIATION FEES**

Employees may tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues forms. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with current practice now in effect in the Town of Arlington from the pay of each Employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of Employees who have had said dues deducted. It is necessary for a Union member desiring withdrawal from the Union to write said Union indicating his intention of withdrawal. In view of the above, dues will continue to be deducted for the sixty (60) days, after intention of withdrawal has been given to the Union by the Union member.

#### **Article VI - DISCRIMINATION AND COERCION**

There shall be no discrimination by foremen, superintendents, department heads or other agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement or his refusal to comply with any order which would violate this agreement, state law, or Town by-law.

## **Article VII - GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this agreement, shall be settled in the following manner:

**Step One** - Any Employee with a grievance will present it to his immediate supervisor either directly or through the Association within seven (7) days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and respond to the grieving Employee within seven (7) days.

**Step Two** - If the grievance is not resolved to the satisfaction of the grievant or the Association, the Employee or the Association within seven (7) days shall present the grievance in writing to the Library Director. The Director shall hold a hearing with the grievant or the Association at a mutually agreeable time. A written answer shall be given by the Director or his/her designee within seven (7) days.

**Step Three** - If the grievance is not resolved to the satisfaction of the grievant or the Association, the Employee with the written permission of the Association President or the Association may within seven (7) days after the response of the Library Director is received, present the grievance in writing to the Town Manager. The Town Manager or his designee shall respond in writing within ten (10) days.

**Step Four** - If the grievance is not settled, the Town Manager or the Association may, within fifteen (15) days after the reply of the Town Manager is due, submit the grievance to arbitration. Submission to arbitration shall be by letter to the American Arbitration Association with copy to the other party.

**Step Five** - The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its choosing.

The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's service shall be shared equally by the parties. The arbitrator shall be without power to alter, amend, add to, or subtract from the express language of this agreement. The decision of the Arbitrator shall be final and binding on the parties.

A grievance shall be deemed waived unless presented to the next higher step within the time limits so provided unless such limits for filling a grievance are extended by mutual agreement of the parties. Provided the parties to this contract agree, Step One and/or Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step 3. All documents, communications and records dealing with processing of the grievance will be filed separately from the personnel files of the participants. The Employer and the Association will cooperate with each other in their investigation of any grievance and further will furnish each other with such information as is necessary for the processing of the grievance.

#### **Article VIII - AGENCY SERVICE FEE**

The bargaining agent for the Town of Arlington agrees to the deduction of any agency service fee from the payroll of Employees of the bargaining unit represented by the Robbins Library Professional Association, in accordance with the provisions of Section 12 of Chapter 1078 of the Acts of 1973.

#### **Article IX - MISCELLANEOUS PROVISIONS**

**Section 1. Temporary Service Out of Grade** - Whenever the Librarian of his/her designee assigns an employee to a position classified at a grade higher than that of his regular position to fill on a full-time basis a temporary vacancy created by the illness, leave of absence or resignation (but not vacation) of another Employee, said reassigned Employee shall be

compensated in accordance with the following procedures: commencing with said employee's sixth (6th) consecutive working day of actual service in the higher position, payment shall be made for as long as the Employee performs said services. Compensation shall be at the minimum rate for services in that higher grade of work being performed, or if the employee's present pay is already above the minimum, payment shall be the lowest step rate which is higher than said Employee's present rate. Such compensation shall be paid retroactively to the first day of any performance of said service. The Employer shall not make temporary assignments for the purpose of avoiding permanent appointments to vacancies within the bargaining unit. Any question as to whether the appointing authority acted unreasonably in making temporary assignment for said purpose shall be subject to the grievance procedure up to and including Step Three only.

**Section 2. New or Re-Classified Jobs** - The Director shall meet and discuss job descriptions and meet and discuss proposed wage scales with the designated representative of the Association when any new position is proposed to be created or when existing positions are to be significantly changed or reclassified within the bargaining unit. The decision on new or reclassified jobs shall remain with the Town Manager and is not subject to arbitration.

**Section 3. Vacancies** - A vacancy is defined as any opening in positions within a bargaining unit and included new job classifications of comparable status and the reclassification of existing positions. Suitable notice of all vacancies within the bargaining unit and resulting promotional opportunities and lateral transfer opportunities shall be given to the staff and to the Association President, and sufficient time will be allowed for Employees to advance their candidacy. Notice shall be effected by posting for five (5) consecutive workdays on suitable bulletin boards throughout the main and branch libraries. Such notice shall include a description of the duties and location of the position in which the vacancy exists, together with said positions

classification, title, current salary range and requisite qualifications.

The selection of a new Employee to fill a vacancy or the selection of a current Employee to fill a vacancy by promotion or lateral transfer shall be made on the basis of personal qualifications, education, ability, seniority, job knowledge, job performance, attendance record, dependability, cooperation and initiative. The decision of the Town Manager under this article shall be final and not subject to arbitration. However, the Association shall be entitled to a hearing utilizing the steps set forth in the grievance procedure up to Step Three in order to be able to air its views when it disputes the selection made by the Employer.

**Section 4. Safety Committee** - A safety committee composed of two (2) representatives of the Union and one (1) management representative shall be appointed. This committee may recommend to the Library Director and the Town Manager that Employees not be required to work in parts of buildings at times when temperatures are so extremely high or low that work in such locations may be harmful to the good health of Employees. The Manager retains the final decision upon recommendation of the Library Director. During the evening hours and on weekends, the Library Director shall have the authority to place the Library on a skeleton work force when in her/his discretion the situation warrants.

**Section 5. Prorated Benefits** - The provisions of this agreement shall apply on a proportionate basis to permanent part-time Employees. These Employees shall be entitled to the amount of salary, sick leave, holiday credits and annual leave per year which corresponds to the ratio between the number of hours Employees regularly work per week to thirty-five (35) hours per week.

**Section 6. Prorated Seniority** - Seniority for part-time employees: Part-time service of professional librarians will be included on an equivalent basis when computing seniority dates.

(e.g. 2 years of half-time work equals one year of full time service.)

**Section 7. Personnel File** - Employees shall have access to their personnel file and have an opportunity to review the contents. The Employer shall place nothing derogatory in these files without allowing the Employee the opportunity to read such material and initial. Initialing does not signify that the Employee is in agreement with the material.

**Section 8. Transportation** - An Employee shall be reimbursed for Library business for public transportation costs or at the mileage rate established from time-to-time by the Comptroller for official Town business.

## **Article X- SICK LEAVE**

**Section 1. Sick Leave** - Earned sick leave with pay will be limited to one and one quarter days per month not to exceed fifteen (15) days per year, and will be credited on the first day of each month. Sick leave credit will begin on the first day of the month following employment except as otherwise provided in Sub-section A of Section 12 or Article 7C of the by-laws of the Town. Employees having an aggregate of more than two (2) days of authorized leave without pay in any calendar month shall not receive sick leave credit for that month. Sick leave shall accumulate without limitation. Employees having unauthorized absence without pay in any calendar month shall not receive sick leave for that month.

Employees absent because of illness shall be entitled to convert any unused vacation credit in that year to sick leave. Sick leave shall be granted for sickness or injury or for absence because of quarantine in the family.

**Section 2. Sick Leave Buy-Back** - Sick leave will accumulate for each year of employment. When a person leaves the employment of the Town, this employee, or in the case of death, the employee's estate shall be paid 25% of the employee's rate of pay for any unused and

accumulated sick leave. All employees hired after this July 1, 1997 will have sick leave buy back accumulation capped at 150 days.

**Section 3. Use of Accrued Sick Leave** - An employee employed as of December 31st of a calendar year shall in the following calendar year be allowed to use a maximum of five days (prorated down for part-time employees) of accrued sick leave for the care of his/her own sick child, care of his/her own sick parent or parent in-law, care of a sick spouse or for his/her own doctor or dentist appointments; the department head may require supporting documentation either from the employee or the respective physician or both. For the employee's own doctor and dentist appointments, the parties agree that an employee should make every effort to schedule said appointments during non-work hours and, if unable to do so, to schedule said appointments at a time that will have as minimal impact as possible on the efficient operation of the Library. Therefore, for the employee's own doctor and dentist appointments, the employee must receive prior approval of the department head, which shall not be unreasonably denied, and may at the request of the department head provide proof of the appointment either by providing a copy of the co-pay receipt or by using a form provided by Human Resources.

Employees who wish to take advantage of this provision for use of sick leave must first exhaust all but one of their personal days and the rules regarding use of sick time and future earning of personal days will still apply.

The parties agree to meet prior to July 1, 2015, to review the new sick leave law and guidance from the Attorney General's office on such law, and to make recommendations for updating the sick leave provisions in their agreement to bring such provisions into compliance with the law and the AG's guidance.

**Section 4. Supporting Documentation** - Before being granted compensation for any

additional sick leave usage, employees with a documented history of sick leave abuse and/or unreliability who use more than twelve (12) sick days in a 12 month period and/or who have a pattern of missing scheduled work hours, may be required to provide a physician's note.

The documentation must be from the employee's Treating or Primary Care Physician (whichever the Town requests) before he/she will be granted compensation for any additional sick leave. The Library Director, before making a final decision, will confer with the President or Presidents of the Association.

## **Article XI -VACATION LEAVE**

a) Vacation allowance must be regularly taken in the twelve-month period preceding January 1st. In unusual circumstances, Employees, after reasonable notice, may be allowed to transfer up to one week to the following year with the permission of the appointing authority. Such vacation shall be granted at such time as in the opinion of the Director will cause least interference with the performance of the regular work of the Library.

b) Vacation leave credits are not accumulated and cannot be used during the first six (6) months of service.

c) All regularly employed personnel shall be credited with ten days of vacation upon completion of his/her first six months of service as long as these employees did not receive more vacation leave in their first year of employment than granted in the next paragraph.

d) Effective January 1, 2001, employees shall receive vacation leave in accordance with the following schedule:

(1) All regularly employed personnel with more than six (6) months of service and less than ten (10) years service shall receive twenty (20) days of vacation leave as of January 1.

(2) All regularly employed personnel with ten (10) years of service and less than twenty-five (25) years of service shall receive twenty-four (24) days of vacation leave as of January 1.

(3) All regularly employed personnel with twenty-five (25) years of service or more, shall receive thirty (30) days of vacation leave as of January 1.

e) If a holiday falls within the vacation period, it shall not count as part of the vacation allowance.

f) Whenever employment is terminated by dismissal through no fault or delinquency on the Employee's part, or by resignation, retirement or death, without his/her having been granted a vacation to which he/she was entitled, he/she or in the case of death, his/her estate shall be paid vacation pay at the regular rate of compensation payable to him/her at the termination of his/her employment.

g) Vacation of Returning Employees - Employees returning to the employ of the Town will be credited all accrued vacation without a waiting period of six months, and shall be entitled to five weeks vacation after the expiration of three years service provided that the employee otherwise qualifies for same.

## **Article XII – PERSONAL LEAVE**

**Section 1. Personal Days** – A personal leave of absence of one day/year with pay shall be granted to all full time employees of the Town who have completed a year of full service. An additional personal day will be granted in lieu of the day after Thanksgiving. The scheduling of this personal day will be at the discretion of the Library Director.

**Section 2. Earned Personal Days** - If any Employee takes no sick day from January 1 to

March 31, one additional personal day is granted; no sick day from April 1 to June 30, one additional personal day is granted; no sick day from July 1 to Sept 30, one additional personal day is granted; and no sick day from Oct 1 to Dec 31, one additional personal day is granted. Those employees who take no more than four (4) sick days between January 1 and December 31 are entitled to one (1) additional personal day.

### **Article XIII – HOLIDAY LEAVE**

The Library is closed on the following legal holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Library also closes at noon on Good Friday and is closed all day on Christmas Eve when it falls on a Monday-Saturday. Good Friday is considered a half-day holiday. When the holidays fall on a day the Library is closed or on a person's regular day off, an additional week-day holiday will be arranged. Holiday credits are pro-rated for part-time Employees.

Holidays shall be granted in accordance with the Town By-laws. In order to qualify for holiday credit, an Employee must work on the last regularly scheduled work day prior to, and the next regularly scheduled work day following each holiday unless it is an absence for which compensation is payable.

When an employee requests, and is approved to take off a religious holiday on a day the Library is open, the employee will be paid for his/her regularly scheduled hours of work for that day. The Director will then schedule the employee to work on another day without pay for the same amount of hours the employee was already paid for not working on the religious holiday. The scheduling of the "make up" hours shall be done in a manner so as to not trigger or impact any contractual, state or federal overtime requirements.

## **Article XIV – OTHER LEAVE**

**Section 1. Funeral Leave** - An absence with pay, to the extent necessary but not to exceed three (3) days, shall be granted in the case of death of immediate members of an Employee's family. Immediate family is defined as grandparent, grandchildren, spouse, child, mother (in-law), father (in-law), brother, sister or relative residing with the Employee. In exceptional circumstances additional time may be granted at the discretion of the Library Director with or without pay.

**Section 2. Maternity/Paternity Leave** - A maternity/paternity leave of absence without pay of up to two (2) years will be granted by the appointing authority at the request of the Employee. An Employee who is on maternity/paternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave except to the extent required by law. Upon return from a maternity/paternity leave of absence, an Employee shall return to the step in the salary schedule, which she/he held prior to commencement of such leave. Prior to the commencement of a maternity/paternity leave, an Employee shall indicate in writing whether it is her/his intention to return to service in the Robbins Library at the termination of said leave.

**Section 3. General Authorized Leaves of Absence** - General authorized leave without pay may be granted to Employees when in the judgment of the Town Manager upon recommendation of the Library Director they do not conflict with the adequate and proper staffing of the Library or create inequities in the treatment of Employees.

**Section 4. Other Authorized Leaves of Absence** - The following types of authorized leaves shall be granted to Employees when in the judgment of the Library Director, they do not conflict with the adequate and proper staffing of the Library or create inequities in the treatment of the Employees covered by this agreement.

- a) Meeting and conference leave - Employees will be permitted to attend approved

professional meetings, workshops and conferences approved by the Library Director without loss of pay.

b) Employees will be allowed to take courses in Library science or job related fields with the approval of the appointing authority and the Library Director of up to (3) hours per week of actual classroom time spent in school, without loss of pay.

**Section 5. Jury Duty** - The Employer agrees to make up the difference in an Employee's wages between a normal week's wages and compensation received for jury duty.

#### **Article XV - HOURS OF WORK, OVERTIME, REST PERIODS**

a) The work week shall normally consist of five (5) days of seven (7) hours duration each within a calendar week beginning on Monday and ending on Saturday for a total work week of thirty-five (35) hours effective July 1, 1978. Public service staffing needs might require a slight variation, in the distribution of the work week but in no way will the normal work day exceed eight (8) hours or the normal work week exceed thirty-five (35) hours.

b) Sunday shall not be a regularly scheduled work day. All work performed on Sunday shall be paid at a rate of two (2) times the regular rate of pay. In scheduling Sunday work, the Library shall provide bargaining unit employees with the first opportunity to perform such work before seeking to fill any vacancies with non-bargaining unit employees.

c) Summer Saturdays commencing on or after July 1st through and concluding with the Saturday preceding Labor Day weekend shall not be a regularly scheduled work day. All work performed on Summer Saturdays shall be paid at a rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay. In scheduling Summer Saturday work, the Library shall provide bargaining unit employees with the first opportunity to perform such work before seeking to fill any vacancies with non-bargaining unit employees.

d) Due to public service demands, it may be occasionally necessary to require work in excess of the normal work day or week. Compensation for this overtime shall be in the form of compensatory time or additional pay at the rate of one and one half (1½) times normal pay to be decided by the Director after consultation with the Employee.

e) No overtime pay or compensatory time will be granted without the prior approval of the Director. Compensatory time will be taken within Library policy and at a time that does not interfere with normal Library operations as determined by the Director

f) The Saturday of Labor Day weekend shall not be a scheduled work day and when July 4<sup>th</sup> falls on a Friday, Saturday, Sunday or Monday, the Saturday immediately following the Friday 4<sup>th</sup> holiday or the Saturday immediately before the Sunday July 4<sup>th</sup> holiday or Monday July 4<sup>th</sup> holiday shall not be a scheduled work day.

g) All Employees work schedules shall provide for one fifteen (15) minute rest period during each half day. At no time will the essential services of the Library be neglected by reason of rest periods.

h) Flex Time - Employees shall be allowed to vary their work schedule with flexible hours when in the opinion of the Library Director the flexible hours will not hinder the operation of the library. All schedules shall consist of the legal number of work hours as defined in this contract.

i) Job Sharing - Job sharing will be an employment option for at least four professional librarians in the L1 classification. The Library Director shall have the discretion to determine whether more than four job sharing arrangements shall be permitted in the L1 classification and whether there shall be any job sharing arrangement among the L2 and L3 classification, such discretion to be exercised in a reasonable fashion taking into account the operational needs of the

Library and the desires of the affected employee(s). Each participant in a job-shared position will be a salaried employee working a portion of a 35 hour week to be negotiated with the Library Director. Current employees entering into a job sharing arrangement will retain their salary classification and seniority. The salary, sick leave, personal days, holiday leave and annual leave for each participant shall be pro-rated based on the portion of a 35 hour week worked by each participant. Subject to the limitation below, the Town shall pay for health benefits for job sharers on a pro-rata basis to the extent permitted by law. If the employees agree, the health benefits offered to a full-time employee can be offered to a single participant, provided one job sharer is working sufficient hours to qualify for health insurance under state law. Job sharers working less than 17.5 hours per week will not be eligible for health benefits; job sharers working 17.5 or more per week but less than 20 hours per week will not be eligible for health benefits unless state law provides otherwise. In the event a single participant in a job sharing arrangement resigns or retires, it will be the option of the remaining participant to become a full-time employee or to continue to job share the position; provided, however, that the town retains its prerogative with regard to the decision as to filling of vacancies.

j) No Employee shall be regularly scheduled to work more than two (2) nights per week nor more than every other Saturday.

k) The Employer shall not regularly schedule a split day for Employees.

## **Article XVI - SALARY**

**Section 1. Salary and Step Placement** -The salaries effective July 1, 2015; July 1, 2016 and July 1, 2017 are set forth in Appendix A, B and C respectively.

**Section 2. Step Raise Schedule** – Those employees eligible for step raises whose anniversary dates fall between January 1 and June 30 will receive raises effective January 1; and

those employees whose anniversary dates fall between July 1 and December 31 will receive their raises effective July 1.

**Section 3. Rates Upon Promotion** - Promotional Track - An employee receiving a promotion of one or two grades shall move vertically to the same step in the new pay grade. An employee receiving a promotion of three or more grades shall drop back one step from the previously held step.

**Section 4A. Deferred Salary Increase** – A deferred wage and salary increase to any employee upon leaving the employment of the Town after July 1, 1984 (provided that this person is employed by the Town or before July 1, 1984); and that said deferred increase will be granted on the date of separation so that the average salary of the employee's last three years will be equal to the average salary of the last three if an actual 5% wage and salary increase was granted on July 1, 1984. This provision shall be implemented notwithstanding the position classification and pay plan.

**Section 4B. Deferred Salary Increase** – Effective July 1, 1991, a deferred salary increase to any employee upon leaving the employment of the Town after July 1, 1993 (provided that this person is employed by the Town or before January 1, 1993); and that said deferred increase will be granted on the date of separation so that the average salary of the employee's last three years will be equal to the average salary of the last three if an actual 2% wage and salary increase was granted on July 1, 1991, i.e., a six percent (6%) adjustment made to last paycheck if employee leaves after July 1, 1994.

In lieu of the foregoing the employee may elect a \$300 one time bonus.

**Section 5. Bi-weekly Pay**- The Town may implement bi-weekly pay on or after July 1, 2001 upon at least sixty (60) days notice to the Association.

**Section 6. Employee Evaluation Salary Increase** – Effective July 1, 1978, there shall be instituted a System of Employee Evaluation. Management agrees to request appropriation of 3% of the existing salary scale for all eligible Employees. The Library Director in conjunction with each individual Employee will set goals and objectives for Employee performance. It shall be within the sole discretion of management as to whether each individual's performance has been sufficiently meritorious. The Employees who receive a step increase shall not be eligible for this merit increase. The Association expressly agrees to cooperate and facilitate to the fullest extent possible in the implementation of this procedure. Any increase granted pursuant to this section shall become a permanent part of the base salary.

#### **Article XVIA - SENIORITY, NOTICE, LAYOFF, BUMPING AND RECALL**

**Section 1. SENIORITY** - Seniority shall be defined as the total length of an employee's regular employment for the Library, whether on a full-time or part-time basis, from the employee's date of hire, regardless of whether such employment was continuous. A year of service shall be defined as 1,820 hours. No preference shall be given to full-time over part-time employees.

**Section 2. NOTICE** - In the event the Town may eliminate a position or lay off an employee, it shall notify the Association and any affected employee of this possibility with as much notice as possible but in no event less than fourteen (14) days.

**Section 3. LAYOFF/BUMPING** – The Union and the Town agree that seniority should be a primary consideration, *i.e.*, the employee(s) with the least seniority shall generally be laid off first, but not the sole factor, in determining the order of any layoffs and the ability of more senior members to bump less senior members. However, it is agreed that each situation presents special circumstances and, therefore, must be treated on a case-by-case basis. When any

bumping down or laterally to a different position is considered, the Library Director will have the sole discretion as to whether the senior person has the ability, expertise, experience and knowledge to perform the duties of the lower or lateral position, provided such discretion is exercised in a reasonable, non-arbitrary manner. If any layoff is submitted to arbitration, the inquiry of the arbitrator will be whether the Town complied with this standard. The Town and the Union will meet as soon as possible to negotiate the manner in which any layoffs or bumping rights shall be determined to a mutually satisfactory conclusion or to impasse.

#### **Section 4. RECALL**

(a) Laid off employees shall be recalled in order of seniority, *i.e.*, the most senior employee shall be recalled first and so on. Any employee laid off shall have the first opportunity to fill his/her former position prior to the Town filling the position with any other person. The employee shall also be considered for recall to a position in a lower grade. An employee shall be notified of recall opportunities for full or part-time positions by mailing certified notice to his/her last known address, and it shall be the employee's obligation to apprise the Town of any change of address. An employee shall have recall rights for a period of four (4) years from the date of layoff and shall not forfeit such rights if he/she accepts a position elsewhere during this period provided that he/she responds to a recall notice within seven (7) days of receipt of the certified notice sent to his/her last known address. An employee who timely responds to a recall notice shall have up to thirty (30) days from receipt of the notice to resume employment with the Library. Any employee who is recalled shall be credited upon his/her re-employment with the seniority and longevity that he/she had as of the time of his/her layoff.

(b) For a period of four (4) years from the date of layoff, laid off employees will have the first preference to be called for any available work Monday through Saturday; they will be paid

the rate of pay of the position moonlighted or the moonlighting rate whichever is higher. They shall make known to the Library Director the times they will be available to work, and work will be offered to laid off employees in a reasonable non-arbitrary manner. Laid off employees shall have the opportunity to be included in the Sunday work schedule and shall make known to the Library Director their interest in working on Sundays. Sunday work will be offered to both permanent and laid off employees in a reasonable non-arbitrary manner. Laid off employees who work on Sunday shall be paid for such work at double the moonlighting rate.

**Section 5. GRIEVANCE PROCEDURE** - Any dispute arising from the interpretation or application of Section XXVI may be filed at Step 2. If there is no resolution after Step 3, within seven (7) days of submission, the Association may submit the dispute to expedited arbitration procedure in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

#### **Article XVII - LONGEVITY**

The following longevity benefit shall be in effect. For the purposes of determining longevity, December 1st after the appropriate Employee's anniversary date shall be utilized. Those working up to 17.5 hours per week shall receive  $\frac{1}{2}$  payment of longevity, those working between 17.5 and 35 hours per week shall receive full payment of longevity. Service years from the first date of employment shall not be prorated for purposes of longevity. If a person goes from full time to part time, or part time to full time, their longevity will be adjusted to reflect their new work schedule. Effective July 1, 2015, payment amounts will be:

5 yrs. but less than 10	\$800.00
10 yrs. but less than 15	\$1,000.00
15 yrs. but less than 20	\$1,200.00

20 yrs. but less than 25	\$1,400.00
25 yrs. but less than 30	\$1,600.00
30 yrs. or more	\$1,800.00

**Longevity for Returning Employees:** For purposes of longevity, an employee returning to the employ of the Town after a break in service will be credited with all of his/her years of prior service for the Town upon the date of re-employment.

## **Article XVIII – HEALTH INSURANCE**

**Section 1. Health Insurance Employee Premium Contribution Rates Upon Transfer to GIC:** Effective December 1, 2011, the parties agree to the following employee premium contribution rates. This provision is expressly conditioned on, and subject to, the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee's Premium Contribution Rate
Indemnity Plans	25%
PPOs, & POS Plans	20%
HMOs	15%
All plans	Employees hired on or after December 1, 2011 shall pay 25%

If after successfully transferring members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

HMOs	15%
All other plans	25%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If the Town is not accepted for entry into the GIC for January 1, 2012, the employee

premium contribution rates shall be as follows:

Blue Cross/Blue Shield (all plans)	25% without regard to date of hire
Harvard Pilgrim HMO	20% for employee hired before July 1, 2011 25% for employees hired on or after July 1, 2011
All Plans	25% for employees hired on or after July 1, 2011

**Section 2. Conditional Salary Increase:** If the GIC accepts the Town effective January 1, 2012, an additional one percent (1%) across the board salary increase shall be granted effective upon the date of ratification by RLPA or January 1, 2012, whichever is later.

**Section 3. Opt-Out Program:** For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days notice to the RLPA President in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

**Section 4. Flexible Spending Account:** The Town will continue to provide a flexible spending account program {i.e. "Section 125" plan}. The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (June 30, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount

permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.

**Section 5. Voluntary Dental, Re-bid and Administration:** The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage, however, if they have a qualifying event they may rejoin no sooner than two years after dropping coverage.

**Section 6. Health Reimbursement Arrangement:** Upon the exhaustion of the EHMF funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of \$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the RLPA President and provide an electronic notice to those subscribers who provide an email address to the Personnel Department.

**Section 7. Acknowledgment that the Town has fulfilled its Bargaining Obligations:**

RLPA acknowledges and agrees that the Town has fulfilled all bargaining obligations, including but not limited to any bargaining obligations pursuant to M.G.L. c. 150E, it may have had regarding the implementation of health insurance coverage and employee premium contribution rate changes set forth in paragraph #1 above.

**Section 8. Acknowledgement that GIC will Determine Dollar Amount of**

**Copayments, Deductibles and other Cost Sharing Plan Design Features:** Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers.

**Article XIX - EXEMPTION FROM PERSONAL LIABILITY**

The Town Manager shall not incur or be under any personal obligation or liability by reason of this agreement, the execution thereof, or anything contained herein.

**Article XX - DISCIPLINE - DUE PROCESS**

A permanent Employee shall not be suspended or lowered in classification without at least three (3) days written notice of the charges against him/her and without an opportunity to have a hearing before the appointing authority as to whether just cause exists for such action.

If the appointing authority upholds the decision of the Library Director, then the aggrieved Employee may appeal to the Personnel Appeals and Review Board. Said Board shall convene within (30) days in order to hear the appeal at which hearing both the Director and employee shall be represented. Said Board shall hear testimony and request the presence of witnesses. The Employee may be represented by Counsel or by a person of his/her choosing. Within five (5) days after the hearing, the Board shall notify in writing all parties to the

proceeding of its decision. Said decision may require the reinstatement of the employee without loss of pay and the payment of back pay in the event of suspension. Lay-offs, abolition of positions and discharges shall not be subject to the appeals process. The decision of the Board shall be binding on both parties.

#### **Article XXI - DISCHARGE - DUE PROCESS**

A permanent Employee shall not be discharged without at least two weeks written notice of the charges against him/her and without an opportunity to have a hearing before the appointing authority for which he/she shall have at least seventy-two (72) hours notice. The Employee shall be afforded the right to be represented by Counsel or any other representative of his/her choosing. The Employee shall have reasonable opportunity to call witnesses in his/her behalf and shall be entitled to a written decision relative to his/her termination.

#### **Article XXII - STABILITY OF AGREEMENT**

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. The failure of the Association or the Employer, to insist, in any one or more incidents, upon the performance of any of the terms or conditions of this agreement shall be considered as a waiver or relinquishment of the right of the Employer or the Association to the future performance of any such terms or conditions and the obligations of the Association to the Employer to such future performance shall continue in full force and effect.

#### **Article XXIII - COMMENCEMENT OF NEGOTIATIONS**

Negotiations for a successor agreement shall commence at the request of either party on or before October 1st. If an agreement is not reached by December 15th, both parties, or either party may utilize the impasse procedures set forth in Chapter 150E, § 9 with the goal of

completing such procedure and or reaching an agreement prior to the annual Town meeting.

#### **Article XXIV - PRE-EXISTING BENEFITS AND CONDITIONS**

Any benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

#### **Article XXV – EARLY INTERVENTION PROGRAM**

The Town and the Union agree that certain provisions of Chapter 306 of the Acts of 1996, the Disability Retirement Reform Law, make incumbent upon the Town and the Arlington Retirement Board certain responsibilities with regard to dealing with injuries of Town employees incurred while on and off the job. The parties recognize that Section 56 of the law states that nothing in the law shall supersede or restrict any rights of employees provided for in any collective bargaining agreement to which the employee is a party. The parties agree that the Workers' Compensation/Line of Duty Claim Management Process currently in place deals with the responsibilities and duties contemplated by Section 10 of the Act relating to Early Intervention. The parties wish to acknowledge hereby that they choose to be governed and be subject to current practice with regard to how workers' compensation and the line of duty injury claims are currently administered without recourse to the provisions of Section 10. A copy of the Town's Early Intervention Program is incorporated herewith and attached hereto. Nothing in this provision shall supersede any other provision of the contract and if there is anything contrary in the contract to the provisions of the Early Intervention Program then the other contract provision shall prevail.

If the employee and the Town are unable to agree on a proposed medical or vocational

rehabilitation program, then the matter will be referred to the Arlington Contributory Retirement Board and the employee will be subject to the provisions of M.G.L. Chapter 32 Section 5B, as amended.

It is the intention of the parties that only the Early Intervention Program as provided for by Section 5B of the Act be superseded hereby and that all other provisions of the Act remain in effect as applicable.

#### Early Intervention Program

If an employee has been out of work as a result of a work related injury and the Town's workers' compensation/line of duty office is advised by the employee's physician or the Town's examining physician or comparable medical provider that the employee is presently unable to perform the essential duties of their job and that their return to work is not imminent, then:

1. The Town will, if the condition so warrants, determine whether the employee would benefit from a medical or vocational rehabilitation program.
2. If such a determination is made, the Town will arrange to have the employee evaluated, by a medical or vocational rehabilitation specialist to determine whether the employee would benefit from medical or vocational rehabilitation.
3. If it is determined that the employee would benefit from a medical or vocational rehabilitation program, said program will be developed and coordinated in conjunction with and input from the employee's attending physician and/or the Town's examining or consulting physician.
4. Any recommended medical or vocational rehabilitation program must be approved by the Town and the employee prior to its implementation and shall be reasonable.
5. The workers' compensation/line of duty office of the Legal Department shall monitor

the implementation and progress of the rehabilitation program until the employee returns to his/her former position.

6. This early intervention procedure shall not interfere with the medically necessary treatment recommended by the employee's attending physician or other medical care providers.

If the employee and the Town are unable to agree on a proposed medical or vocational rehabilitation program, then the matter will be referred to the Arlington Contributory Retirement Board and the employee will be subject to the provisions of M.G.L. Chapter 32 Section 5B, as amended.

This program and procedure shall not affect any mandatory compliance with the provisions of M.G.L. c.152 or the Code of Massachusetts Regulations as they relate to medical or vocational rehabilitation regarding workers' compensation recipients.

#### Temporary Modified Work Program

The Town's workers' compensation/line of duty injury office will attempt, where appropriate, to establish an individual program to enable modification of an employee's job and an early return to work in the same position for injured employees. In coordination with the affected employee's department head, the employee's and the Town's medical providers, the workers' compensation office will review the injured employee's job and assess how their job may be temporarily modified in order to enable him/her to return to the same position as soon as possible.

#### **Article XXVI – CORI**

To the extent permitted by law, the Town shall have the authority to obtain and review criminal records of employees in the bargaining unit periodically but at least once every three (3) years. Nothing found as a result of the inquiry will be considered an automatic

disqualification for continued employment until such time as the Town has conducted an investigation into the matter to determine whether an employee may pose a danger to the public. Each CORI case is different, and determinations will therefore be made on case-by-case basis. Among the factors to be considered will include, but not be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee's present position, the penalty imposed, whether the charge resulted in a conviction, whether the individual has been arrested subsequently, and post-conviction conduct. Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provision of the respective collective bargaining agreement and the General Laws of the Commonwealth.

#### **Article XXVII – DURATION OF AGREEMENT**

The parties' collective bargaining agreement ("Agreement") shall be in effect as of July 1, 2015 through June 30, 2018 and shall continue in effect thereafter during negotiations for a successor agreement.

For the Town:

For the Association:

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Dated:

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Dated: